

PrecogIQ Website Terms of Service

Last Revision: January 1, 2026

This PRECOGIQ LLC Terms of Service Agreement ("Terms") applies to your use of PRECOGIQ LLC' services, software, mobile applications, and websites, including the websites located at PRECOGIQ LLC.com, and any other website owned or controlled by PRECOGIQ LLC (collectively, the "Service").

By accessing or using the Service you agree to these Terms and any other referenced terms, conditions, and policies. If you are accessing or using the Service on behalf of a business, corporation, partnership, non-profit, or other organization (an "Enterprise Customer") then you are agreeing to these Terms on behalf of the Enterprise Customer. If you are not authorized to bind the Enterprise Customer to these Terms, then do not access or use the Service on its behalf.

PRECOGIQ LLC reserves the right to change, modify, add, or remove portions of these Terms at any time. PRECOGIQ LLC will alert you of any changes by indicating at the top of these Terms the date they were last revised. It is your responsibility to check these Terms periodically for changes. Your use of the Service following the posting of revised Terms means you accept and agree to the changes.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SERVICE.

I. The Service

(a) **Requirements for Use of the Service.** In order to use the Service, you must be at least 18 years old and have legal capacity to enter binding contracts. Additionally, you must not be barred from accessing or using the Service under United States law or the laws applicable where you reside or from where you access or use the Service.

(b) **Membership Account Registration.** Certain features or services offered on or through the Service may require you to open a membership account. In order to open an account, you must provide PRECOGIQ LLC with certain information ("Registration Data") requested on the registration form; inquiries marked "required" must be answered, and any other request for information may be left blank. You agree that the Registration Data you provide: (1) is true, accurate, current, and complete, and (2) will be maintained and updated by you to keep it true, accurate, current and complete. PRECOGIQ LLC reserves the right to suspend or terminate your use of the Service and refuse to provide you with any and all current or future use of the Service if PRECOGIQ LLC, in its sole discretion, determines that any of your Registration Data is untrue, inaccurate, not current, or incomplete.

(c) **Account Security.** During the registration process you will provide an email address, which will function as your user name which you may be able to modify later subject to certain system and technical restrictions. You are responsible for maintaining the confidentiality of your user name and are fully responsible for all activity that occurs under your user name whether or not authorized by you. You will immediately notify PRECOGIQ LLC of any unauthorized use of your user name or any other breach of security. PRECOGIQ LLC cannot, and will not, be liable for any loss or damage arising from your failure to comply with this requirement.

(d) **Single User Accounts.** With the exception of certain paid membership types, PRECOGIQ LLC accounts may only be accessed and used by the registered user. Sharing, selling, or transferring your user name with another user is prohibited and a basis for immediate account termination or suspension.

(e) **Paid Memberships.** Certain features or services offered on or through the Service may require a paid membership. Available membership types and associated fees, terms, and conditions will be posted on a website associated with the Service. The term of a paid membership starts when you submit the registration form and continues for the duration you selected during account registration (a "Membership Term") — e.g. one month or one year. You agree that you will pay for the membership and any additional services or products you purchase through the Service, and that PRECOGIQ LLC may charge your credit card or payment account for any membership upgrades purchased and for any additional amounts (including any taxes, as applicable) that may be accrued by or in connection with your account.

(f) **Automatic Renewal; Subsequent Terms.** The Membership Term will automatically renew, unless terminated by you prior to the end of the Membership Term, for an additional period of the same duration, or at your election, another period then offered by PRECOGIQ LLC (an "Additional Term"). Similarly, any Additional Term will automatically renew unless terminated by you prior to the end of an Additional Term for another Additional Term, or at your election, another period then offered by PRECOGIQ LLC. If you do not elect an Additional Term of a different period than your current term, then you agree to pay for an Additional Term of the same duration as your current term based on the pricing in effect at the time of renewal. If you elect an Additional Term for a different period, you agree to pay the fees disclosed by PRECOGIQ LLC in connection with that different period. You authorize PRECOGIQ LLC to charge the credit card or account on file for an amount equal to the fees for the Additional Term unless you have cancelled prior to the end of the current term.

(g) **Membership Changes.** You may change your membership level by upgrading from one membership type to another. For example, you may upgrade from one type of paid membership to another type of paid membership. An upgrade will take effect immediately, and you will be charged a prorated fee based on the remaining length of the current Membership Term, if applicable. You may downgrade your membership level by renewing at a different membership type or electing to not renew prior to the end of your current Membership Term. A downgrade will take effect at the end of the current Membership Term.

(h) **Fees.** All fees and charges paid by you in relation to the Service are nonrefundable, except as required by law or as otherwise stated herein. All fees will be billed to the credit card or payment account you designate during the registration process. If PRECOGIQ LLC is unable to successfully charge your credit card or payment account for fees due or you are otherwise in breach or default under these Terms, PRECOGIQ LLC reserves the right to immediately terminate or suspend your access to the Service, including your access to any reports or information available through your account. In the event you change your credit card or payment information or cancel the credit card or payment account on file with PRECOGIQ LLC, you will (1) promptly advise PRECOGIQ LLC of the change or cancellation and provide updated credit

card or payment account information that can be charged by PRECOGIQ LLC, and (2) pay any amount due to preCOGIQ LLC for the Service.

(i) **Account Disputes and Unacceptability of Chargebacks.** If you have a question about charges made to your account, please contact PRECOGIQ LLC immediately at support@precogiq.com. You may request that PRECOGIQ LLC refund charges to your charge, credit or debit cards. PRECOGIQ LLC will review such request and respond within 5 business days. However, you acknowledge and agree that chargebacks requested through your issuing bank are an unacceptable charge dispute resolution method. If you dispute the credit card charge that PRECOGIQ LLC charges for its services, PreCOGIQ LLC reserves the right to suspend your PRECOGIQ LLC any chargebacks of amounts originally charged to your charge, credit or debit cards, as well as for fees incurred by PRECOGIQ LLC for such chargebacks. Your responsibility for chargebacks and related fees will continue even if you have received the funds, and/or closed your account. Any chargeback fees, past due fees, and costs will be sent to collections. If PRECOGIQ LLC' collection efforts fail, unpaid debts may be reported to the State of Nevada, all available credit reporting agencies and Internet fraud databases.

(j) **Termination or Modification of Service.** PRECOGIQ LLC reserves the right, without liability to you or any other third party, to modify or discontinue, temporarily or permanently, in whole or in part, the Service without notice. For example, PRECOGIQ LLC may change at any time the types of memberships available and the specific terms applicable to each membership. If your existing membership type is no longer available at the end of your current term and you have not cancelled your membership, PRECOGIQ LLC may, in its reasonable discretion, cause a Subsequent Term to proceed under the terms of your current membership type or under the terms of another available membership type that is reasonably comparable to your current membership. You agree that PRECOGIQ LLC shall not be liable to you or any third party for any modification or termination of the Service.

(k) **Access to the Service.** PRECOGIQ LLC reserves the right to change the requirements for accessing the Service at any time and for any reason in its sole discretion, including changes to membership fees or other fees. PRECOGIQ LLC reserves the right to alter, suspend, or discontinue the Service, or any portion thereof, at any time and for any reason, without prior notice to you. The Service may also become unavailable due to maintenance or malfunction of computer equipment or other reasons. PRECOGIQ LLC may at any time terminate your membership or block your access to the Service if: (1) You have breached any provision of these Terms (or have acted in a manner that indicates you do not intend to, or are unable to, comply with these Terms); (2) PRECOGIQ LLC is required to do so by applicable law; (3) the provision of the Service to you by PRECOGIQ LLC is, in PRECOGIQ LLC' discretion, no longer commercially viable; or (4) PRECOGIQ LLC has elected to discontinue the Service, or any portion thereof, for any reason. PRECOGIQ LLC shall not be liable to you or any third party for any termination or cancellation of your access to, or use of, the Service.

II. Enterprise and Group Memberships

(a) **Multiple User Accounts.** PRECOGIQ LLC's Enterprise Membership and Group Membership accounts permit an Enterprise Customer to provide access to the Service to multiple

individual users associated with the Enterprise Customer and may offer other additional benefits and features which PRECOGIQ LLC reserves the right to modify or terminate at any time without notice. If you are interested in an Enterprise Membership or Group Membership please contact PRECOGIQ LLC at sales@precogiq.com for more information. Access and use of Enterprise Membership and Group Membership accounts is subject to these Terms, including specifically this Section II, which only apply to these account types. In the case of a conflict, the terms in this Section II will control over any other provision in these Terms.

(b) Enterprise Customer Obligations. Each Enterprise Membership and Group Membership account must have one user designated as an Administrator who is authorized by the Enterprise Customer to agree to these Terms and other applicable terms and conditions, who will be responsible for the account activity by other account users (each an "Individual User"), and to whom PRECOGIQ LLC may direct all communications and notices to Enterprise Customer. Administrator and Individual Users may only use and access the Service on behalf of the Enterprise Customer. Enterprise Customer represents, and must ensure, that the Administrator and all Individual Users agree to these Terms and any other applicable terms and conditions, and consent to the PRECOGIQ LLC Privacy Policy. Enterprise Customer is responsible for preventing unauthorized access or use of the Service by the Administrator and Individual Users. Enterprise Customer must promptly notify PRECOGIQ LLC of and terminate any such unauthorized use or access of the Service. Enterprise Customer is responsible for maintaining the confidentiality of Administrator and Individual User passwords.

(c) Administrator Responsibilities. The Administrator must comply with these Terms, including, without limitation, the prohibition against sharing account access with other users, and any other applicable terms and conditions. The Administrator may have the ability to create, view, control, configure, and terminate Individual User accounts. PRECOGIQ LLC is not responsible for managing or administering Individual Users' accounts. Administrator is responsible for forwarding any communication or notice from PRECOGIQ LLC to the appropriate personnel within Enterprise Customer.

(d) Individual User Responsibilities. Individual Users must comply with these Terms, including, without limitation, the prohibition against sharing account access with other users, and any other applicable terms and conditions. If an Individual User (1) violates these Terms or other applicable terms and conditions Agreement; or (2) uses the Service in a manner that PreCOGIQ LLC reasonably believes will cause it liability, then PRECOGIQ LLC may request that the Enterprise Customer suspend or terminate that Individual User account, or if reasonably necessary in PRECOGIQ LLC's sole discretion, PRECOGIQ LLC may do so without notice and without liability.

(e) Indemnification by Enterprise Customer. In addition to other indemnification obligations under these Terms, Enterprise Customer will release, indemnify, defend and hold harmless PRECOGIQ LLC, and any of its parents, affiliates, officers, directors, employees, agents, partners, licensors, and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, of third parties relating to or arising out of use of the Service by an Administrator or Individual Users.

III. Other Terms and Conditions

Additional terms and conditions may apply to specific components or features of the Service, all of which terms are incorporated in these Terms by reference. You must read, accept, and agree to be bound by any such additional terms and conditions in order to use those particular components or features.

If there is a conflict between these Terms and the terms and conditions applicable to a specific component or feature of the Service, the latter terms and conditions shall control with respect to your use of that component or feature of the Service.

IV. Your Responsibilities and Acknowledgements

(a) **Permitted Use.** You agree to use the Service only for purposes permitted by these Terms and any applicable law or regulation.

(b) **Compliance with Laws, Regulations and Requirements.** You will not use the Service for illegal purposes but will abide by and comply with all applicable local, state, national, and international laws and regulations in your use of the Service (including laws regarding the transmission of technical data exported from the United States).

(c) **Non-Interference.** You will not interfere with or disrupt (1) the use and enjoyment of the Service by other users; or (2) the Service or servers or networks connected to the Service (including, without limitation, any attempt to gain unauthorized access to other computer systems or networks connected to the Service).

(d) **Excessive Use.** You acknowledge that excessive use of network bandwidth associated with the Service risks degrading the quality of the PRECOGIQ LLC Service for other users or imposing undue costs on PRECOGIQ LLC. PRECOGIQ LLC may terminate or place reasonable restrictions on your use of the Service if it determines, in its sole discretion, that your use of the Service is excessive.

(e) **No Unauthorized Automated Access.** You may not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Service, or in any way reproduce or circumvent the navigational structure or presentation of the Service, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Service, such as the PRECOGIQ LLC API, which may be subject to additional terms and conditions.

(f) **Resale of the Service.** You will not resell, rent, trade, or copy the Service, the use of or access to the Service, or any portion thereof, except as otherwise agreed in writing between you and PRECOGIQ LLC. If you are interested in reselling the Service, please contact PRECOGIQ LLC at sales@precogiq.com for more information.

(g) **Information and Access Not Guaranteed.** You acknowledge that the Service, and any information available through the Service, may not always be available or accurate, and that the Service may not always satisfy your anticipated or required level of performance. Further, you understand and acknowledge that despite the exercise of commercially reasonable efforts on the

part of PRECOGIQ LLC, some of the information available through the Service may be inaccurate, incomplete, or become unavailable.

V. PRECOGIQ LLC Proprietary Rights

You acknowledge and agree that the Service contains and discloses proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that content or information available through the Service may be protected by copyrights, trademarks, service marks, patents, or other proprietary rights and laws. Trademark and service marks are the property of their respective owners.

Except as expressly authorized by PRECOGIQ LLC, you agree not to copy, modify, rent, lease, loan, sell, distribute or create derivative works based on the Service, in whole or in part. No portion of the Service may be reproduced in any form or by any means, except as expressly permitted in these Terms.

PreCOGIQ LLC grants you a personal, non-transferable and non-exclusive right and license to use the Service; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Service. You agree not to modify the Service in any manner or form, or to use modified versions of the Service, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by PRECOGIQ LLC for use in accessing the Service.

VI. Third-Party Links and Materials

PRECOGIQ LLC is not responsible for, and does not endorse or guarantee the availability of, third-party websites or other resources, which may be accessed in connection with or by using the Service. Because PRECOGIQ LLC may have no control over such third-party websites or resources, you acknowledge and agree that PRECOGIQ LLC will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any such content, advertising, goods or services, or other materials on or available from such third-party websites or resources.

VII. Your Privacy

PRECOGIQ LLC believes strongly in protecting user privacy and providing you with notice of PRECOGIQ LLC' use of data, including personally identifying information, collected on the PRECOGIQ LLC website. Unless required to provide the Service to you or to comply with a legal obligation, such as a valid subpoena or court order, PRECOGIQ LLC will not disclose your personally identifiable information to any third party without your express permission. Please refer to the full PRECOGIQ LLC Privacy Policy for more information regarding how PRECOGIQ LLC uses and collects information. In addition, PRECOGIQ LLC stores the results of different queries stripped of all identifiable user information.

VIII. Termination

(a) **By Us.** PRECOGIQ LLC may terminate or suspend your account and/or access to the Service at any time, immediately and without notice, in the event you breach any obligation hereunder, fail to respond within 10 days to an inquiry from PRECOGIQ LLC concerning the accuracy or completeness of your Registration Data, if PRECOGIQ LLC determines in its sole discretion that you have violated these Terms, or for any other reason, without cause and without liability.

(b) **By You.** You may terminate your membership and/or stop using the Service at any time. You may terminate using account settings on the PRECOGIQ LLC website.

(c) **Effect of Termination.** You will not receive any refund for payments already made by you as of the date of termination. If termination is due to your breach of these Terms, you will bear all costs of such termination, including any reasonable costs PRECOGIQ LLC incurs in closing your account. You will pay any and all costs incurred by PRECOGIQ LLC in enforcing your compliance with these Terms. Upon termination, you shall destroy any copy of the materials licensed to you hereunder and referenced herein. Notwithstanding termination of these Terms by you or by PRECOGIQ LLC, the provisions in these Terms shall remain in full force and effect. Upon termination, you will no longer have access to any data or information you had previously created, maintained, managed, or stored in or through the Service and PRECOGIQ LLC is under no obligation to maintain, provide access to, or preserve any such data or information. PRECOGIQ LLC may, in its discretion, destroy or retain your account and all associated data and information.

IX. Indemnity

You will release, indemnify, defend and hold harmless PRECOGIQ LLC, and any of its parents, affiliates, officers, directors, employees, agents, partners, licensors, and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, of third parties relating to or arising out of: (1) these Terms or the breach of your warranties, representations and obligations under these Terms; (2) the Service, your use of the Service, or any use of your account, whether or not such use was authorized by you; (3) any intellectual property or other proprietary right of any person or entity; (4) your violation of any of the provisions of these Terms; (5) any action taken by PRECOGIQ LLC as part of its investigation of a suspected violation of this Terms or as a result of PRECOGIQ LLC's determination that a violation of this Terms has occurred; (6) any information or data you supplied to PRECOGIQ LLC, including, without limitation, any incorrect information in your Registration Data; or (7) your violation of any rights of a third party.

When PRECOGIQ LLC is threatened with suit or sued by a third party, PRECOGIQ LLC may seek written assurances from you concerning your promise to indemnify PRECOGIQ LLC; your failure to provide those assurances may be considered by PRECOGIQ LLC to be a material breach of these Terms. PRECOGIQ LLC will have the right to participate in any defense by you of a third-party claim related to your use of any of the Service, with counsel of PRECOGIQ LLC's choice at its expense. PRECOGIQ LLC will reasonably cooperate in any defense by you of a third-party claim at your request and expense. You will have sole responsibility to defend PRECOGIQ LLC against any claim, but you must receive PRECOGIQ LLC's prior written consent regarding any related settlement.

You acknowledge that you are responsible for all use of the Service using your Account, and that these Terms apply to any and all usage of your Account.

X. DISCLAIMER OF WARRANTIES

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. PRECOGIQ LLC EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT WITH RESPECT TO THE SERVICE, ANY RESULTS OBTAINED THROUGH THE SERVICE, AND ANY GOODS OR SERVICE OBTAINED ON OR THROUGH THE SERVICE.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PRECOGIQ LLC MAKES NO WARRANTY: (1) THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (2) AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE OR THAT DEFECTS IN THE SERVICE OR INFORMATION OBTAINED THROUGH THE SERVICE WILL BE CORRECTED; OR (3) REGARDING ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OR FROM THE SERVICE (DOWNLOADING OR ACCESS IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA).

PRECOGIQ LLC DOES NOT REPRESENT OR GUARANTEE THAT THE SERVICE WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND PRECOGIQ LLC DISCLAIMS ANY LIABILITY RELATING THERETO.

YOU FURTHER ACKNOWLEDGE THAT THE SERVICE IS NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OR TIME DELAYS OF, OR ERRORS OR INACCURACIES IN, THE CONTENT, DATA OR INFORMATION PROVIDED BY THE SERVICE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM PRECOGIQ LLC OR THROUGH OR FROM THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

XI. LIMITATION OF LIABILITY

PRECOGIQ LLC AND ITS PARENTS, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS WILL NOT BE LIABLE FOR ANY

DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (1) THE USE OR THE INABILITY TO USE THE SERVICE; (2) THE COST OF PROCURING SUBSTITUTE GOODS AND SERVICES; OR (3) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA THROUGH THE SERVICE, EVEN IF PRECOGIQ LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRECOGIQ LLC WILL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SERVICE, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL, OR EXEMPLARY DAMAGES, WHETHER SUCH INTERRUPTION, SUSPENSION, OR TERMINATION WAS JUSTIFIED OR NOT, NEGLIGENCE OR INTENTIONAL, INADVERTENT, OR ADVERTENT.

PRECOGIQ LLC' ENTIRE LIABILITY, AND YOUR EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO ANY SERVICES PROVIDED UNDER THESE TERMS AND/OR FOR ANY BREACH OF THESE TERMS IS SOLELY LIMITED TO THE AMOUNT YOU PAID TO PRECOGIQ LLC FOR THE SERVICE.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

XII. Notices and Announcements

You authorize PRECOGIQ LLC to notify you of information that PRECOGIQ LLC deems is of potential interest to you. Notices and announcements may include commercial emails and other notices describing changes, upgrades, new products and services, or other information. All notices must be sent either in writing (including email, but only to the extent expressly provided herein). All written notices to PRECOGIQ LLC shall be delivered to PRECOG LLC Attention: Legal, PReCOGIQ LLC, 930 S 4th St, Suite 209, Las Vegas, NV, 89104, USA. All notices to you may be delivered to your mailing address or email address as provided in your account information (as provided and maintained by you pursuant to these Terms). PRECOG LLC may also provide notices of changes to these Terms or any other matter by displaying notices to you generally on the PReCOGIQ LLC website.

XIII. Agreement to Be Bound

By applying for the Service through PRECOGIQ LLC' online registration process or otherwise, or by using the Service, you acknowledge that you have read and agree to be bound by all terms and conditions of these Terms and documents incorporated by reference.

XIV. General

(a) **Entire Agreement.** These Terms comprise the entire agreement between you and PRECOGIQ LLC, except as otherwise expressly agreed in writing, and supersede any prior agreements pertaining to the subject matter contained herein.

(b) **Effect of Waiver.** The failure of PRECOGIQ LLC to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision.

(c) **Arbitration.** Any controversy or claim arising out of or relating to these Terms, or the breach thereof, shall be resolved exclusively by arbitration administered by the American Arbitration Association ("AAA") and conducted before a single arbitrator pursuant to the applicable Rules and Procedures established by the AAA. You further agree that (1) the arbitration will be held in Las Vegas, Nevada; (2) the arbitrator shall apply the laws of the State of Nevada, without regard to its conflict of law principles to the contrary; (3) you waive any right to proceed in arbitration on a class or representative basis; arbitration can resolve only claims between you and PRECOGIQ LLC; (4) the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; and (5) all parts of this clause are severable, meaning that if any part is deemed unenforceable, the remainder of the clause will remain in effect and construed in accordance with its terms.

(d) **Governing Law.** These Terms will be governed by the laws of the State of Nevada without regard to its conflict of law principles to the contrary, except that the Arbitration provision above shall be governed by the Federal Arbitration Act.

(e) **Limitations.** You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to your use of the Service or these Terms must be filed within 1 year after such claim or cause of action arose or be forever barred.

(f) **Construction.** If any provision of these Terms is found by a court of competent jurisdiction or arbitrator to be invalid, the parties nevertheless agree that the court or arbitrator should endeavor to give effect to the parties' intentions as reflected in the provision, and that the other provisions of these Terms remain in full force and effect.

(g) **Heading.** The section headings and titles in these Terms are for convenience only and have no legal or contractual effect.

(h) **Force Majeure.** Neither party will be deemed in default hereunder, nor will it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, or boycott, provided that the party relying upon this section (1) will give the other party written notice thereof promptly and, in any event, within 10 days of discovery thereof and (2) will take all steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based; provided further, that in the event a force majeure event described in this paragraph extends for a period in excess of 30 days in the aggregate, PRECOGIQ LLC may immediately terminate these Terms and/or the Service.